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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In Re: Victoria Melissa Wyley

Chapter 13

Case No. _

Debtor.

Chapter 13 Plan

Address: Debtor 6352 Uncle Remus Rd. # 2, Memphis, TN 38115

Plan Payment:

Debtor Shall Pay: \$ 190.00 Every Two Weeks

Or by: (X) Payroll Deduction Technicolor, 4155 E. Holmes Rd., Memphis, TN 38118

1. This Plan [Rule 3015.1 Notice]:

(A) Contains a Non-standard Provision [See provision 19]. (X) Yes () No

(B) Limits the Amount of a Secured Claim Based on a Valuation of the Collateral for the Claim (X) Yes () No
[See provisions 7 and 8].

(C) Avoids a Security Interest or Lien. [See provision 12]. () Yes (X) No

2. Administrative Expenses: Pay Filing Fee and Debtor Attorney's Fee Pursuant to Confirmation Order.

3. Auto Insurance: () Included in Plan Or (X) Not Included in Plan if proof provided by Debtor

4. Domestic Support Paid By: () Debtor Directly () Wage Assignment () Trustee To: Monthly Pmt.
ongoing payment begins5. Priority Claims: Monthly Pmt.
Amount6. Home Mortgage Claims: () Paid Directly by Debtor or () Paid by Trustee To: Monthly Pmt.
ongoing payment begins7. Secured Claims [Retain Lien 11 U.S.C. §1325 (a)(5)]: Collateral Value Interest Rate Monthly Pmnt.

8. Secured Automobile Claims for Debt Incurred Within 910 Days of Filing, and Other Secured Claims for Debt Incurred Within One Year of Filing [Retain Lien 11 U.S.C. §1325 (a)(5)]:

| | <u>Collateral Value</u> | <u>Interest Rate</u> | <u>Monthly Pmnt.</u> |
|-------|-------------------------|----------------------|----------------------|
| _____ | _____ | _____ | _____ |

9. Secured Claims for Which Collateral Will Be Surrendered; Stay Is Terminated Upon Confirmation for the Limited Purpose of Gaining Possession and Commercially Reasonable Disposal of Collateral:

_____ Collateral _____

| 10. Special Class Unsecured Claims: | <u>Collateral Value</u> | <u>Interest Rate</u> | <u>Monthly Pmnt.</u> |
|--|-------------------------|----------------------|----------------------|
| <u>Covington Pike Auto (arrear through 05/31/2019)</u> | <u>\$ 219.00</u> | <u>0.00%</u> | <u>\$20.00</u> |
| <u>Briar Club Apts. (arrear through 05/31/2019)</u> | <u>\$ 1,150.00</u> | <u>0.00%</u> | <u>\$50.00</u> |

11. Student Loan Claims and Other Long Term Claims:

_____ () Not Provided For () General Unsecured Creditor

12. The Judicial Liens or Non-possessory, Non-purchase Money Security Interests Held by the Following Creditors Are Avoided to the Extent Allowable Pursuant to 11 U.S.C. §522(f):

13. Absent a Specific Court Order Otherwise, All Timely Filed Claims, Other than Those Specifically Provided for Above, Shall Be Paid as General Unsecured Claims.

14. Estimated Total General Unsecured Claims: _____.

15. The Percentage to Be Paid to Non-priority, General Unsecured Claims Is: () _____ ;
Or (X) Trustee Shall Determine the Percentage to Be Paid after Passage of Final Bar Date.

16. This Plan Assumes or Rejects Executory Contracts:

| | | |
|----------------------------|----------|------------|
| <u>Covington Pike Auto</u> | X Assume | () Reject |
| <u>Briar Club Apts.</u> | X Assume | () Reject |

17. Completion: Plan shall be completed upon payment of the above, approximately 60 months.

18. Failure to Timely File a Written Objection to Confirmation Shall Be Deemed Acceptance of Plan.

19. Non-standard Provisions:

For the purposes of provision 8, all collateral will be assumed to have exceeded the time limits set forth in the
hanging paragraph following § 1325(a)(9), unless the debtor is in possession of the original contract

Any Non-standard Provision Stated Elsewhere Is Void.

20. Certification: This Plan Contains No Non-standard Provisions Except Those Stated in Provision 19.

/s/ Jimmy E. McElroy TN Bar #011908
Debtor's Attorney's Signature

Date May 21, 2019

May 21, 2019

910 > November 22, 2016